

SUPPLEMENT TO LEASE ON WATER AREA

This lease, made in duplicate this 13<sup>th</sup> day of November 1947 by and between Republic Creosoting Company, an Indiana Corporation with its principal office in Indianapolis, Indiana, Party of the First Part, and Kennydale Shipyard Company, a Washington Corporation with its principal office at Kennydale, Washington, Party of the Second Part.

"Party of the First Part and Party of the Second Part agree to delete from lease, dated April 1, 1946, the following words which appear on lines 12 and 13 of the first page of that lease: 'and not to include any area leased from the Port of Seattle' and in its place to insert, 'and to include that area leased from the Port of Seattle which lies within the boundaries above described'.

"The lease of April 1, 1946 is further amended by deleting the word 'sufficient' from line 11 of the first page of the lease and inserting the words 'fifty feet (50'0)".

"Except for these changes above listed, the lease of April 1, 1946, remains otherwise unchanged."

"In witness whereof, the Parties to this lease have hereunto set their hands or caused the same to be signed by their authorized officers or agents, the day and year first above written."

Republic Creosoting Company

By: *J. E. Kelly* VICE PRESIDENT

KENNYDALE SHIPYARD COMPANY

By: *Frank B. Munk*  
*President*

LEASE

This lease, made in duplicate, this 1st day of April 1946, by and between the REPUBLIC CREOSOTING COMPANY, AN INDIANA CORPORATION, with its principal office in Indianapolis, Indiana, party of the first part, and KENNYDALE SHIPYARD COMPANY, a Washington Corporation, with its principal office at Kenndale, Washington, party of the second part:

WITNESSETH, that in consideration of this agreement, party of the first part leases to party of second part:

Area adjacent to the plant of the party of first part lying between the extension of the south property line and a line sufficiently south of the small dock to allow free access to the small dock and not to include any area leased from the Port of Seattle, at a monthly rental of \$100.00 or 10% of the gross income from this area, whichever is the greater, per month.

The monthly rental is due and payable the first day of each month at party of first part's office at Quendall, Washington, (Mail address, Route 2, Box 50, Renton, Washington.)

Party of the first part is leasing to party of second part, area described above for storage of small Navy Craft or similar equipment and party of second part is authorized to drive, at its expense, a set of dolphins in the area leased to properly and safely anchor all vessels. Any piling or other obstructions placed in this area are to be removed by party of second part on the termination of the lease, if the removal is requested by party of the first part.

Mooring of said vessels shall not interfere with the use and operation at any and all times, of the docks and other installations of the first party.

Party of the second part agrees to protect and hold harmless party of the first part against any and all claims for bodily injury, including death, to person or persons, or damage to property arising out of, or in connection with, the use of the leased area.

This lease is for a period of one (1) year from date and shall continue thereafter until one party gives the other party six (6) months' notice in writing by registered mail of cancellation.

This lease shall not be sublet or assigned and shall be binding upon the heirs, executors, administrators, and successors of the parties hereto.

In witness whereof, the parties to this lease have hereunto set their hands or caused the same to be signed by their authorized officers or agents, the day and year first above written.

REPUBLIC CREOSOTING COMPANY

BY: *W. L. Lee*

KENNYDALE SHIPYARD COMPANY

BY: *Donald M. Porter*